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8 Attorneys for Plaintiffs  
9 UNITED STATES FIDELITY AND GUARANTY  
10 COMPANY, et al.

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

11 UNITED STATES FIDELITY AND  
12 GUARANTY COMPANY, et al.,

13 Plaintiffs,

14 v.

15 THE SCOTT COMPANIES, INC., et al.,

16 Defendants.

Case No. C 03-5376-SBA

STIPULATION AND ORDER RE:  
LIFTING TRO FOR LIMITED PURPOSE  
OF PERMITTING ROBERT NURISSO TO  
PAY CITY NATIONAL BANK FUNDS TO  
PLAINTIFFS

Plaintiffs United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company and St. Paul Medical Liability Insurance Company (collectively, "Plaintiffs") and Defendant Robert Nurisso, by and through their counsel of record, stipulate and agree as follows:

WHEREAS,

- A. On September 22, 2006, a Stipulation and Order Re: Issuance Of Temporary Restraining Order ("TRO") was entered in the instant action.
- B. There are funds in the amount of \$849,706.44 held in City National Bank bank account no. 432753964 that is in the name of Wild Horse, LP and/or Robert Nurisso ("Bank Funds") that are subject to the TRO.

C. A Judgment dated June 1, 2007 ("Judgment") and an Order Granting in Part and Denying in Part Plaintiffs' Motion for Attorneys' Fees, Expenses, and Costs dated September 18, 2007 ("Order") were both entered in favor of Plaintiffs and against Nurisso in this action.

D. Plaintiffs, Nurisso and Wild Horse, LP have entered into a Payment Agreement dated ----- (“Agreement”) wherein it is agreed that Nurisso will pay to Plaintiffs amounts owed under the Judgment and Order, as set forth in the Agreement. Nurisso intends to use the Bank Funds to pay to Plaintiffs a portion of the amount due under the Agreement.

10 WHEREFORE, Plaintiffs, Nurisso and Wild Horse, L.P. agree that, as to the Bank Funds  
11 only, the TRO will be lifted so that the funds can be paid to Plaintiffs in accordance with the  
12 Payment Agreement.

## IT IS SO STIPULATED

Dated: April 22, 2008

WATT, TIEDER, HOFRAR & FITZGERALD, L.L.P.

18 Dated: April , 2008

LAW OFFICES OF JAMES M. SULLIVAN, INC.

By: \_\_\_\_\_  
Counsel for Robert Nurisso, Virginia Nurisso  
and Wild Horse, LLP

22 | Dated: April . 2008

Robert T. Nurisso

By: \_\_\_\_\_

25 Dated: April , 2008

Virginia Nurisso

By: \_\_\_\_\_

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1 C. A Judgment dated June 1, 2007 ("Judgment") and an Order Granting in Part and  
2 Denying in Part Plaintiffs' Motion for Attorneys' Fees, Expenses, and Costs  
3 dated September 18, 2007 ("Order") were both entered in favor of Plaintiffs and  
4 against Nurisso in this action.

5 D. Plaintiffs, Nurisso and Wild Horse, LP have entered into a Payment Agreement  
6 dated ----- ("Agreement") wherein it is agreed that Nurisso will pay to Plaintiffs  
7 amounts owed under the Judgment and Order, as set forth in the Agreement.  
8 Nurisso intends to use the Bank Funds to pay to Plaintiffs a portion of the amount  
9 due under the Agreement.

10 WHEREFORE, Plaintiffs, Nurisso and Wild Horse, L.P. agree that, as to the Bank Funds  
11 only, the TRO will be lifted so that the funds can be paid to Plaintiffs in accordance with the  
12 Payment Agreement.

13 IT IS SO STIPULATED.

14 Dated: April 14, 2008

WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.

16 By: \_\_\_\_\_  
17 Counsel for Plaintiffs

18 Dated: April 14, 2008

LAW OFFICES OF JAMES M. SULLIVAN, INC.

19 By:  
20 Counsel for Robert Nurisso, Virginia Nurisso  
21 and Wild Horse, LLP

22 Dated: April 14, 2008

Robert T. Nurisso

23 By: Robert T. Nurisso

25 Dated: April 14, 2008

Virginia Nurisso

26 By: Virginia M. Nurisso

1 Dated: April       , 2008

Wild Horse, LP.

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By: \_\_\_\_\_

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Printed: \_\_\_\_\_

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Its: General Partner

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**ORDER**

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7 Based upon the foregoing stipulation, and good cause appearing therefore, the Court  
8 orders that the temporary restraining order entered on September 22, 2006 be lifted only with  
9 respect to the \$849,706.44 held in City National Bank bank account no. 432753964, so that said  
10 funds can be immediately paid to Plaintiffs.

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IT IS SO ORDERED.

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May 5, 2008

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Dated April       , 2008



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1 Dated: April 14, 2008

Wild Horse, L.P.

2 By: 

3 Printed: Robert T. Norris

4 Its: General Partner

5 **ORDER**

7 Based upon the foregoing stipulation, and good cause appearing therefore, the Court  
8 orders that the temporary restraining order entered on September 22, 2006 be lifted only with  
9 respect to the \$849,706.44 hold in City National Bank bank account no. 432753964, so that said  
10 funds can be immediately paid to Plaintiffs.

11 IT IS SO ORDERED.

13 Dated April 14, 2008

14 Magistrate Judge Edward M. Chen

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WATT, TIEBER,  
HOOPAR &  
FitzGERALD, L.L.P.  
ATTORNEYS AT LAW